

## TERMS AND CONDITIONS OF USE

OF

[www.ecsr.org.uk](http://www.ecsr.org.uk)

For the purpose of these Terms and Conditions, it should be noted that Enabling Christians in Serving Refugees (ECSR) is formally hosted by Action in Communities, with whom all legal ownership and responsibility rests.

In order to use the ECSR website, you must agree to our Terms and Conditions of use, a full copy of which is available by clicking [here](#).

In summary:

ECSR operates under the following core values and requires website users to be respectful of them:

### CORE VALUES

Supporting the calling on the church to be a caring, inclusive and distinctive community of reconciliation reaching out in love to the world and living out Matthew 25:35-40.

“The King will say... When I was a stranger you welcomed me...”

To this end Enabling Christians in Serving Refugees is committed to:

- Empowering and equipping asylum seekers and refugees and the Christians who serve them.
- The Biblical values of compassion, integrity, justice and active dependence upon God.
- God’s value of all people (s): celebrating their diversity while acknowledging their common needs for physical, emotional, mental and spiritual health.
- Recognising the value of other statutory, voluntary and lobbying agencies who have concerns in common for asylum seekers and refugees, and learning from each other.
- Being flexible and creative, facilitating communities to effectively/constructively network and welcome strangers and newcomers, particularly asylum seekers and refugees; recognising that giving and receiving in community promotes healthy interdependence.
- Our services being accessible to all regardless of race, creed, colour or sex.
- Excellence and accountability, endeavouring to be an example of good practice.
- Building relationships with individuals and organisations by promoting and facilitating networks.

In addition we request that you respect the following guidelines:

### Confidentiality

We are concerned that asylum seekers and refugees are often vulnerable and may need to have anonymity protected. When using the online Community Board, please **DO NOT** refer to asylum seekers or refugees you have been in contact with by their real names or give any identifiable connection

### **Acceptable use**

The online Community Board should only be used to exchange information pertinent to refugees and asylum seekers or those working with them

You must not post any information which is racist or which is likely to cause offense to any group or individual

You must not use this website to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages

We will do our best to monitor the site. However, we cannot take responsibility for any inappropriate or inaccurate material that appears

We reserve the right to review and remove all material posted on the website and to delete users' accounts should they post inappropriate material

### **Child supervision**

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website should supervise such access and use. Always use caution when revealing personally identifiable information about yourself or your children via the Website.

### **Data protection**

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. When you register as a website user, you can choose how you would like your information to be stored.

- If you indicate that your information is for ECSR's use only, it will never appear on the website
- If you indicate that your information is for ECSR members, for example if you are registering a church project, only logged in ECSR members, whose details we hold, will be able to view your information
- If you indicate that your information is for the public section of the website, for example if you are registering an organisation, all visitors to the site will be able to view the details.

### **Disclaimer**

Please carefully assess any information you view on the ECSR website before applying it to your situation. The information you find here is freely offered in good faith, but no legal liability can be accepted by Action in Communities, the formal host of ECSR, with whom all legal ownership and responsibility rests.

**We hope that you will enjoy using our website. If you have any questions, suggestions or concerns, please do not hesitate to email [info@ecsr.org.uk](mailto:info@ecsr.org.uk)**

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## 1 ACCEPTANCE OF TERMS

- 1.1 Your access to and use of [www.ecsr.org.uk](http://www.ecsr.org.uk) ("the Website") and any Services referred to in Clause 2, is subject exclusively to these Terms and Conditions. You will not use the Website/Services for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.
- 1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

## 2 THE SERVICES

The Website may provide communication tools such as email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities ("the Services") designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.

## 3 CHILD SUPERVISION

We are concerned about the safety and privacy of our users, particularly children. Parents who wish to allow their children access to and use of the Website/Services should supervise such access and use. By allowing your child access to the Services you are allowing your child access to all of the Services, including email, bulletin boards, chat areas, news groups, forums and/or other message or communication facilities. It is therefore your responsibility to determine which Services are appropriate for your child. Always use caution when revealing personally identifiable information about yourself or your children via any of the Services.

## 4 PRIVACY POLICY

- 4.1 We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the

security of any personal information received from you. If you register for any of the Services you will be asked to provide basic personal information. You can indicate whether the information should be for **ECSR's use only**, whether it should appear in the **member's only section** of the website or whether it should appear in the **public section** of the website.

- 4.2 We use a technology called "cookies" as part of our normal business procedure to track patterns of behaviour of visitors to the Website. A cookie is an element of data that the Website sends to your browser that is then stored on your system. You can set your browser to prevent this happening but this may prevent your access to members' content such as the community board and local organisations page. Any information collected in this way can be used to identify you unless you change your browser settings.
- 4.3 The information provided by you for ECSR's use only is not available for sale or use by third parties. The information is used solely for notifying you of changes or updates to the Website/Services.
- 4.4 The information provided by you for the member's only section of the website can be viewed by logged in ECSR members whose details are held by ECSR.
- 4.5 The information provided by you for the public section of the website can be viewed by anyone visiting the site.

## **5 USER ACCOUNT, PASSWORD AND SECURITY**

If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will ECSR be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time, without the express permission of the account holder.

## **6 ACCEPTABLE USE**

- 6.1 You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. ECSR will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

- 6.2 In using the Website/Services you agree not to:
- 6.2.1 use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
  - 6.2.2 post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;
  - 6.2.3 post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;
  - 6.2.4 threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
  - 6.2.5 use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
  - 6.2.6 make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;
  - 6.2.7 collect or store personal information about others, including email addresses;
  - 6.2.8 advertise or offer to buy or sell goods or services for any commercial purpose;
  - 6.2.9 impersonate any person or entity for the purpose of misleading others;
  - 6.2.10 violate any applicable laws or regulations;
  - 6.2.11 use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services;
  - 6.2.12 post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);
  - 6.2.13 attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.
- 6.3 We have no obligation to monitor the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to

remove any material that breaches these Terms and Conditions or is otherwise objectionable.

## **7 TERMINATION**

We have the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

## **8 LINKS TO THIRD PARTY WEBSITES**

The Website/Services may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that ECSR is not responsible for the content or availability of any such sites.

## **9 INTERNATIONAL USE**

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

## **10 INTELLECTUAL PROPERTY RIGHTS**

10.1 The Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website and the Services) are protected by copyright, trade marks, patents and other intellectual property rights and laws. In accessing the Website you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

10.2 ECSR does not claim ownership of any materials you post, upload or submit to any publicly accessible area of the Services. However, by doing so you are granting us a world-wide, royalty free, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content for as long as you elect to display such Content via the Services. The licence shall be terminated when such Content is deleted from the Services.

## **11 INDEMNITY**

You agree to indemnify and hold ECSR harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against ECSR by any third party arising out of your use of the

Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by ECSR in consequence of your breach of these Terms and Conditions.

## **12 DISCLAIMERS AND LIMITATION OF LIABILITY**

- 12.1 Use of the Website/Services is at your own risk. The Website/Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 12.2 To the extent permitted by law, ECSR will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website/Services.
- 12.3 ECSR makes no warranty that the Website/Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website/Services will be uninterrupted or error free, that defects will be corrected or that the Website/Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.
- 12.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of ECSR for death or personal injury as a result of the negligence of ECSR.
- 12.5 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

## **13 SEVERANCE**

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **14 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.